

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRENDA FLORES,

Plaintiff,

—against—

GREENWICH BBQ LLC, d/b/a MIGHTY
QUINN’S BARBEQUE, *et al.*,

Defendants.

ORDER

20 Civ. 9514 (ER)

RAMOS, D.J.:

Brenda Flores brought this action on November 12, 2020, alleging violations of the Fair Labor Standards Act (“FLSA”), and New York Labor Law (“NYLL”). *See* Compl., Doc. 1. On May 21, 2021, the Court denied the parties’ proposed settlement agreement without prejudice. *See* Doc. 30. While the Court found the agreement otherwise fair and reasonable, it contained an impermissible no re-hire provision. *Id.* at 4.

The Court is in receipt of Plaintiff’s letter dated May 21, 2021, advising that the parties consent to the Court striking the no re-hire provision. *See* Doc. 31. The Court therefore strikes ¶ 16 of the settlement agreement, but otherwise approves the settlement.¹ The Clerk of Court is respectfully directed to close the case.

It is SO ORDERED.

Dated: May 25, 2021
New York, New York



EDGARDO RAMOS, U.S.D.J.

¹ Under ¶ 18 of the settlement agreement, “[i]f any provision or subpart of this Agreement is deemed unenforceable or invalid by any court of competent jurisdiction, those provisions shall be severed such that the remainder of the Agreement shall remain in force and effect.” *See* Doc. 29-1 at ¶ 18.